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RECORDA

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1. Name of conveying party:
David C. Dawson
Additional names attached yes no

2. Name and address of receiving party(ies):
SDL, Inc.
80 Rose Orchard Way
San Jose, California 95134-1365

3. Nature of Conveyance:
 Assignment Change of Name
 Other:
Execution Date: 9/20/99

Additional name(s) & address(es) yes No

4. Application Number or Patent Number
If this document is being filed together with a new application, the execution date of the application is:
Application Number: 09/368,398
Patent Number:
 If checked, additional numbers are attached

5. Name and address of party to whom correspondence concerning document should be mailed:
David N. Lathrop, Esquire
GALLAGHER & LATHROP
A Professional Corporation
601 California Street, Suite 1111
San Francisco, CA 94108-2805

6. Total Number of applications and patents involved: 1
7. Total fee (37 CFR 3.41):.....\$ 40.00
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David N. Lathrop _____ 11/3/99
Name Signature Date
Total # pages including cover sheet: 3

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ASSIGNMENT

David C. Dawson, a resident of Sidney, British Columbia, Canada, herein referred to as ASSIGNOR, is inventor of a new invention entitled "Polarization-Insensitive Laser Stabilization Using Multiple Waveguide Gratings" by Jo S. Major, Jr., Garnet Luick, Ian J. Booth, David C. Dawson, Fritz Christo and Robert G. Waarts, for which he has made application for Patent of the United States, such invention being described in and identified by United States application Serial Number 09/368,398 filed August 4, 1999.

SDL, INC., a corporation of California, having a place of business at 80 Rose Orchard Way, San Jose, California, hereinafter referred to as ASSIGNEE, is desirous of acquiring the entire right, title and interest in and to said application and said invention, in and to any and all improvements relating to said invention, and in and to each and every Patent thereon, when granted in the United States and all foreign countries.

For good and valuable consideration, the receipt of which is acknowledged:

1. ASSIGNOR sells, assigns, transfers and conveys unto ASSIGNEE, the entire right, title and interest:
 - (a) in and to said invention, improvements, application, and each and every additional application filed anywhere in the world, whether or not the country of filing is a member of the International Union for the Protection of Industrial Property (The Paris Convention), which additional application is a division, substitution, continuation or continuation-in-part of or is based on said application or which additional application relates to said invention and improvements;
 - (b) all priority rights associated with the filing of each and every such application, for each country of The Paris Convention, and
 - (c) in and to each and every Patent on said invention and improvements that may be granted by any country, including each and every Patent that may be granted on any of the applications referred to in sub-section (a), and in and to each and every reissue, re-examination or extension of each and every such Patent.
2. ASSIGNOR warrants, covenants and represents the fact that he has not heretofore granted any license, right or privilege with respect to said invention or said application to any other, or in any other way encumbered the same, and that he has the full right to sell, assign, transfer and convey, free of all licenses and encumbrances, the entire interest hereby assigned.
3. ASSIGNOR covenants that at the request and expense of ASSIGNEE he will promptly execute all papers necessary or desirable to perfect ownership of said invention, applications and said each and every Patent to ASSIGNEE, and execute all oaths, declarations and other papers necessary or desirable for prosecuting said applications, for use in interference proceedings involving said invention, applications and each and every Patent, for use in opposition proceedings involving said invention, applications and each

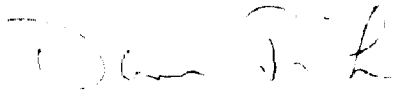
and every Patent, for refiling said applications, for filing of divisional, substitution, continuation or continuation-in-part applications deemed necessary or desirable by ASSIGNEE, for reissuance or re-examination of said each and every Patent, or for the filing in foreign countries of applications for Patent counterpart to or based on said application or to an application which is a division, substitution, continuation or continuation-in-part of said application or which application relates to said invention and improvements. ASSIGNOR further covenants and agrees that at the expense and request of ASSIGNEE, he will promptly assist ASSIGNEE in interference and opposition proceedings involving said invention, applications and each and every Patent, and in litigation involving said invention, applications and each and every Patent, and will assist in the ascertainment of facts and the production of evidence relating to said invention, applications and each and every Patent.

4. The terms, covenants and provisions of this assignment shall inure to the benefit of ASSIGNEE, its successors, assigns and other legal representatives, and shall be binding upon ASSIGNOR, his heirs, legal representatives and assigns.


ASSIGNOR

Sept 20, 1999
Date

Signed by David C. Dawson in my presence at ^{in Victoria} ~~Banamuoi Bay~~, BC
the 20th day of September, 1999.



CHARLES S. PITCH
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Remonnet Commission